

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:) Docket HWCA 01/02-3030
)
Onyx Environmental Services, L.L.C.) ENFORCEMENT ORDER
1704 West First Street)
Azusa, California 91702)
) Health and Safety Code
) Section 25187
ID No. CAD008302903)
)
Respondent.)

INTRODUCTION

1.1. Parties. The State Department of Toxic Substances Control (Department) issues this Enforcement Order (Order) to Onyx Environmental Services, L.L.C. (Respondent).

1.2. Site. Respondent handles, treats, and stores hazardous waste at the following site: 1704 West First Street, Azusa, California 91702.

1.3. Permit/Interim Status. The Department authorized Respondent to manage hazardous waste by permit, issued to Oil and Solvent Process Company on August 9, 1983 and transferred to Onyx Environmental Services, L.L.C. on March 27, 1999.

1.4. Jurisdiction. Section 25187 of the Health and Safety Code authorizes the Department to order

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3 action necessary to correct violations and assess a
4 penalty when the Department determines that any person has
5 violated specified provisions of the Health and Safety Code
6 or any permit, rule, regulation, standard, or requirement
7 issued or adopted pursuant thereto.

8 1.5. Exhibits. All exhibits attached to this
9 Order are incorporated herein by this reference.

10 1.6. Applicable Statutes and Regulations.
11 Copies of the statutes and regulations applicable to this
12 Order are attached as Exhibit.

13 DETERMINATION OF VIOLATIONS

14 2. The Department has determined:

15 2.1. The Respondent violated Title 22,
16 California Code of Regulations (CCR), section 66264.177, in
17 that on or about May 31, 2001 Respondent failed to separate
18 incompatible wastes by means of a dike, wall, or other
19 device.

20 2.2. The Respondent violated Title 22, CCR,
21 section 66264.175(b)(1) in that on or about May 31, 2001
22 Respondent failed to maintain the secondary containment in
23 the Drum Storage Area free of cracks or gaps.

24 SCHEDULE FOR COMPLIANCE

25 3. Based on the foregoing Determination Of
26 Violations, IT IS HEREBY ORDERED THAT:
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3 3.1.1. Within 30 days of the effective date
4 of this Order, Respondent shall repair the secondary
5 containment of the tank farm so that it is free of cracks or
6 gaps.

7 3.2. Submittals. All submittals from a
8 Respondent pursuant to this Order shall be sent to:

9 Robert Kou, Unit Chief
10 Statewide Compliance Division
11 Department of Toxic Substances Control
12 1011 North Grandview Avenue
13 Glendale, California 91201

14 3.3. Communications. All approvals and
15 decisions of the Department made regarding submittals and
16 notifications will be communicated to Respondent in writing
17 by the Branch Chief, Department of Toxic Substances Control,
18 or his/her designee. No informal advice, guidance,
19 suggestions, or comments by the Department regarding reports,
20 plans, specifications, schedules, or any other writings by
21 Respondent shall be construed to relieve Respondent of the
22 obligation to obtain such formal approvals as may be
23 required.

24 3.4. Department Review and Approval. If the
25 Department determines that any report, plan, schedule, or
26 other document submitted for approval pursuant to this Order
27 fails to comply with the Order or fails to protect public

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2 health or safety or the environment, the Department may:

3 a. Modify the document as deemed necessary
4 and approve the document as modified, or
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6 b. Return the document to Respondent with
7 recommended changes and a date by which Respondent must
8 submit to the Department a revised document incorporating the
9 recommended changes.

10 3.5. Compliance with Applicable Laws:

11 Respondent shall carry out this Order in compliance with all
12 local, State, and federal requirements, including but not
13 limited to requirements to obtain permits and to assure
14 worker safety.

15 3.6. Endangerment during Implementation: In

16 the event that the Department determines that any
17 circumstances or activity (whether or not pursued in
18 compliance with this Order) are creating an imminent or
19 substantial endangerment to the health or welfare of people
20 on the site or in the surrounding area or to the environment,
21 the Department may order Respondent to stop further
22 implementation of this Order for such period of time as
23 needed to abate the endangerment. Any deadline in this Order
24 directly affected by a Stop Work Order under this section
25 shall be extended for the term of the Stop Work Order.

26 3.7. Liability: Nothing in this Order shall
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2 constitute or be construed as a satisfaction or release from
3 liability for any conditions or claims arising as a result of
4 past, current, or future operations of Respondent.

5 Notwithstanding compliance with the terms of this Order,
6 Respondent may be required to take further actions as are
7 necessary to protect public health or welfare or the
8 environment.

9 3.8. Site Access: Access to the site shall
10 be provided at all reasonable times to employees,
11 contractors, and consultants of the Department, and any
12 agency having jurisdiction. Nothing in this Order is
13 intended to limit in any way the right of entry or inspection
14 that any agency may otherwise have by operation of any law.
15 The Department and its authorized representatives shall have
16 the authority to enter and move freely about all property at
17 the Site at all reasonable times for purposes including but
18 not limited to: inspecting records, operating logs, and
19 contracts relating to the Site; reviewing the progress of
20 Respondent in carrying out the terms of this Order; and
21 conducting such tests as the Department may deem necessary.
22 Respondent shall permit such persons to inspect and copy all
23 records, documents, and other writings, including all
24 sampling and monitoring data, in any way pertaining to work
25 undertaken pursuant to this Order.
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3 3.9. Data and Document Availability.

4 Respondent shall permit the Department and its authorized
5 representatives to inspect and copy all sampling, testing,
6 monitoring, and other data generated by Respondent or on
7 Respondent's behalf in any way pertaining to work undertaken
8 pursuant to this Order. Respondent shall allow the
9 Department and its authorized representatives to take
10 duplicates of any samples collected by Respondent pursuant to
11 this Order. Respondent shall maintain a central depository
12 of the data, reports, and other documents prepared pursuant
13 to this Order. All such data, reports, and other documents
14 shall be preserved by Respondent for a minimum of six years
15 after the conclusion of all activities under this Order. If
16 the Department requests that some or all of these documents
17 be preserved for a longer period of time, Respondent shall
18 either comply with that request, deliver the documents to the
19 Department, or permit the Department to copy the documents
20 prior to destruction. Respondent shall notify the Department
21 in writing at least six months prior to destroying any
22 documents prepared pursuant to this Order.

23 3.10. Government Liabilities: The State of
24 California shall not be liable for injuries or damages to
25 persons or property resulting from acts or omissions by
26 Respondent or related parties in carrying out activities
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3 pursuant to this Order, nor shall the State of California be
4 held as a party to any contract entered into by Respondent or
5 its agents in carrying out activities pursuant to the Order.

6 3.11. Incorporation of Plans and Reports.

7 All plans, schedules, and reports that require Department
8 approval and are submitted by Respondent pursuant to this
9 Order are incorporated in this Order upon approval by the
10 Department.

11 3.12. Extension Request: If Respondent is
12 unable to perform any activity or submit any document within
13 the time required under this Order, the Respondent may, prior
14 to expiration of the time, request an extension of time in
15 writing. The extension request shall include a justification
16 for the delay.

17 3.13. Extension Approvals: If the Department
18 determines that good cause exists for an extension, it will
19 grant the request and specify in writing a new compliance
20 schedule.

21 OTHER PROVISIONS

22 4.1. Additional Enforcement Actions: By
23 issuance of this Order, the Department does not waive the
24 right to take further enforcement actions.

25 4.2. Penalties for Noncompliance: Failure to
26 comply with the terms of this Order may also subject
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2 Respondent to costs, penalties, and/or punitive damages for
3 any costs incurred by the Department or other government
4 agencies as a result of such failure, as provided by Health
5 and Safety Code section 25188 and other applicable provisions
6 of law.

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8 4.3. Parties Bound: This Order shall apply
9 to and be binding upon Respondent, and its officers,
10 directors, agents, employees, contractors, consultants,
11 receivers, trustees, successors, and assignees, including but
12 not limited to individuals, partners, and subsidiary and
parent corporations.

13 4.4. Time Periods. "Days" for purposes of
14 this Order means calendar days.

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16 PENALTY

17 5. Based on the foregoing DETERMINATION OF
18 VIOLATIONS, the Department sets the amount of Respondent's
19 penalty at \$28,825. Payment is due within 30 days from the
20 effective date of the Order. Respondent's check shall be
21 made payable to the Department of Toxic Substances Control,
22 and shall identify the Respondent and Docket Number, as shown
23 in the heading of this case. Respondent shall deliver the
24 penalty payment to:
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Accounting Office
Department of Toxic Substances Control
1001 I Street, 24th Floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent to:

Robert Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

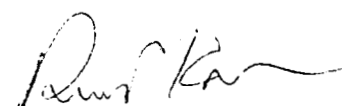
RIGHT TO A HEARING

6. Respondent may request a hearing to challenge the Order. Appeal procedures are described in the attached Statement to Respondent.

EFFECTIVE DATE

7. This Order is final and effective fifteen days from the date it is served on Respondent, unless Respondent requests a hearing within the fifteen-day period.

Date of Issuance January 8, 2002


Robert Kou, Unit Chief
Statewide Compliance Division
1011 North Grandview Avenue
Glendale, California 91201

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:) Docket HWCA 01/02-3030
)
Onyx Environmental) STIPULATION AND ORDER
Services, L.L.C.)
1704 West First Street)
Azusa, California 91702) Health and Safety Code
) Section 25187
Respondent.)
_____)

The State Department of Toxic Substances Control (Department) and Onyx Environmental Services, L.L.C. (Respondent) enter into this Stipulation and Order (Order) and agree as follows:

1. A dispute exists regarding the Enforcement Order issued by the Department on January 8, 2002. (Attached as Exhibit 1.)

2. The parties wish to avoid the expense of further litigation and to ensure prompt action to achieve the Schedule for Compliance below.

3. Jurisdiction exists pursuant to Health and Safety Code section 25187.

4. Respondent waives any right to a hearing in this matter.

5. This Order shall constitute full settlement of the violations alleged in the Enforcement Order, but does not limit the Department from taking appropriate enforcement action concerning other violations.

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2 6. Respondent admits the allegations made in the
3 Enforcement Order.

4 SCHEDULE FOR COMPLIANCE

5 7.1 Within 30 days of the effective date of this
6 Order, Respondent shall pay the Department a total of
7 \$23,000.00 in penalties.

8 7.2. Submittals: All submittals from Respondent
9 pursuant to this Order shall be sent simultaneously to:

10 Robert Kou, Unit Chief
11 Statewide Compliance Division
12 Department of Toxic Substances Control
13 1011 North Grandview Avenue
14 Glendale, California 91214

15 7.3. Communications: All approvals and decisions
16 of the Department made regarding such submittals and
17 notifications shall be communicated to Respondent in writing
18 by a Branch Chief, Department of Toxic Substances Control, or
19 his/her designee. No informal advice, guidance, suggestions,
20 or comments by the Department regarding reports, plans,
21 specifications, schedules, or any other writings by Respondent
22 shall be construed to relieve Respondent of its obligation to
23 obtain such formal approvals as may be required.

24 7.4. Department Review and Approval: If the
25 Department determines that any report, plan, schedule, or
26 other document submitted for approval pursuant to this Order
27 fails to comply with the Order or fails to protect public
health or safety or the environment, the Department may:

a. Modify the document as deemed necessary and
approve the document as modified; or

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2 b. Return the document to Respondent with
3 recommended changes and a date by which Respondent must submit
4 to the Department a revised document incorporating the
5 recommended changes.

6 7.5. Compliance with Applicable Laws: Respondent
7 shall carry out this Order in compliance with all local,
8 State, and federal requirements, including but not limited to
9 requirements to obtain permits and to assure worker safety.

10 7.6. Endangerment during Implementation: In the
11 event that the Department determines that any circumstances or
12 activity (whether or not pursued in compliance with this
13 Order) are creating an imminent or substantial endangerment to
14 the health or welfare of people on the site or in the
15 surrounding area or to the environment, the Department may
16 order Respondent to stop further implementation for such
17 period of time as needed to abate the endangerment. Any
18 deadline in this Order directly affected by a Stop Work Order
19 under this section shall be extended for the term of such Stop
20 Work Order.

21 7.7. Liability: Nothing in this Order shall
22 constitute or be construed as a satisfaction or release from
23 liability for any conditions or claims arising as a result of
24 past, current, or future operations of Respondent, except as
25 provided in this Order. Notwithstanding compliance with the
26 terms of this Order, Respondent may be required to take
27 further actions as are necessary to protect public health or
welfare or the environment.

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2 7.8. Site Access: Access to the Site shall be
3 provided at all reasonable times to employees, contractors,
4 and consultants of the Department, and any agency having
5 jurisdiction. Nothing in this Order is intended to limit in
6 any way the right of entry or inspection that any agency may
7 otherwise have by operation of any law. The Department and
8 its authorized representatives may enter and move freely about
9 all property at the Site at all reasonable times for purposes
10 including but not limited to: inspecting records, operating
11 logs, and contracts relating to the Site; reviewing the
12 progress of Respondent in carrying out the terms of this
13 Order; and conducting such tests as the Department may deem
14 necessary. Respondent shall permit such persons to inspect
15 and copy all records, documents, and other writings, including
16 all sampling and monitoring data, in any way pertaining to
17 work undertaken pursuant to this Order.

18 7.9. Sampling, Data, and Document Availability:
19 Respondent shall permit the Department and its authorized
20 representatives to inspect and copy all sampling, testing,
21 monitoring, and other data generated by Respondent or on
22 Respondent's behalf in any way pertaining to work undertaken
23 pursuant to this Order. Respondent shall allow the Department
24 and its authorized representatives to take duplicates of any
25 samples collected by Respondent pursuant to this Order.
26 Respondent shall maintain a central depository of the data,
27 reports, and other documents prepared pursuant to this Order.

 All such data, reports, and other documents shall be

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2 preserved by Respondent for a minimum of six years after the
3 conclusion of all activities under this Order. If the
4 Department requests that some or all of these documents be
5 preserved for a longer period of time, Respondent shall either
6 comply with that request, deliver the documents to the
7 Department, or permit the Department to copy the documents
8 prior to destruction. Respondent shall notify the Department
9 in writing at least six months prior to destroying any
10 documents prepared pursuant to this Order.

11 7.10. Government Liabilities: The State of
12 California shall not be liable for injuries or damages to
13 persons or property resulting from acts or omissions by
14 Respondent or related parties specified in paragraph 9.3 in
15 carrying out activities pursuant to this Order, nor shall the
16 State of California be held as a party to any contract entered
17 into by Respondent or its agents in carrying out activities
18 pursuant to this Order.

19 7.11. Incorporation of Plans and Reports: All
20 plans, schedules, and reports that require Department approval
21 and are submitted by Respondent pursuant to this Order are
22 incorporated in this Order upon approval by the Department.

23 7.12. Extension Requests: If Respondent is unable
24 to perform any activity or submit any document within the time
25 required under this Order, the Respondent may, prior to
26 expiration of the time, request an extension of time in
27 writing. The extension request shall include a justification
for the delay.

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2 7.13. Extension Approvals: If the Department
3 determines that good cause exists for an extension, it will
4 grant the request and specify in writing a new compliance
5 schedule.

6 PAYMENTS

7 8. Within 30 days of the effective date of this
8 Order, Respondent shall pay the Department a total of
9 \$23,000.00 in penalties. Respondent's check shall be made
10 payable to Department of Toxic Substances Control, and shall
11 be delivered together with the attached Payment Voucher to:

12 Department of Toxic Substances Control
13 Accounting Office
14 1001 I Street
P. O. Box 806
Sacramento, California 95812-0806

15 A photocopy of the check shall be sent to:

16 Robert Kou, Unit Chief
17 Department of Toxic Substances Control
18 Statewide Compliance Division
1011 North Grandview Avenue
Glendale, California 91201

19 If Respondent fails to make payment as provided
20 above, Respondent agrees to pay interest at the rate
21 established pursuant to Health and Safety Code section 25360.1
22 and to pay all costs incurred by the
23 Department in pursuing collection including attorney's fees.

24 OTHER PROVISIONS

25 9.1. Additional Enforcement Actions: By agreeing
26 to this Order, the Department does not waive the right to take
27 further enforcement actions, except to the extent provided in
this Order.

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2 9.2. Penalties for Noncompliance: Failure to
3 comply with the terms of this Order may subject Respondent to
4 civil penalties and/or punitive damages for any costs incurred
5 by the Department or other government agencies as a result of
6 such failure, as provided by Health and Safety Code section
7 25188 and other applicable provisions of law.

8 9.3 Parties Bound: This Order shall apply to and
9 be binding upon Respondent and its officers, directors,
10 agents, receivers, trustees, employees, contractors,
11 consultants, successors, and assignees, including but not
12 limited to individuals, partners, and subsidiary and parent
13 corporations, and upon the Department and any successor agency
14 that may have responsibility for and jurisdiction over the
15 subject matter of this Order.

16 9.4. Effective Date: The effective date of this
17 Order is the date it is signed by the Department.

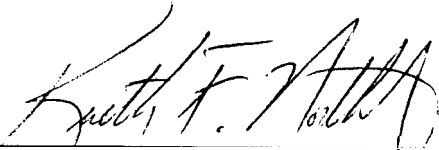
18 9.5. Integration: This agreement constitutes the
19 entire agreement between the parties and may not be amended,
20 supplemented, or modified, except as provided in this
21 agreement.

22 9.6. Compliance with Waste Discharge Requirements:
23 Respondent shall comply with all applicable waste discharge
24 requirements issued by the State Water Resources Control Board
25 or a California regional water quality control board.

26 9.7. Notice of Disposal: Respondent shall, by
27 certified mail, return receipt requested, notify the following
persons of violation number [14] in the Order:

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Dated: 03/15/2002

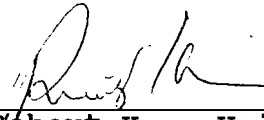


Signature of Respondent's
Representative

Kenneth F. Northrop, California General Mgr

Typed or Printed Name and Title of
Respondent's Representative

Dated: 3-20-02



Robert Kov, Unit Chief
statewide Compliance Division
Department of Toxic Substances
Control